

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**BLANCA VALENZUELA, MARGIE §
SALAZAR, JOSE E. SERRATO, JOSIE §
RENDON, CLARA TOVAR, CONSUELO §
ESPINO, MARIA AVILA, ERNESTINA §
NAVARRETTE, MARIA E. MUNOZ, §
AMANDA SALCIDO, CANDELARIO G. §
ORTEGA, MARIA ORTIZ, JOSE OLIVA, §
RAFAELA CHAVEZ, ELODIA §
ARROYO, SUSANA CARDIEL, GRACIE §
RIOS, AND LEONEL RUIZ, individually §
and on behalf of all others similarly §
situated, §**

Plaintiffs,

v.

**SWIFT BEEF COMPANY, INC. D/B/A §
SWIFT COMPANY, SWIFT & §
COMPANY, HICKS, MUSE, TATE & §
FURST, INC., HM CAPITAL PARTNERS §
OF DALLAS, LLC and JOHN DOES I-V, §**

Defendants.

Civil Action No. 3-06CV2322-N

DECLARATION OF DOUGLAS W. SCHULT

1. My name is Douglas W. Schult. I am over the age of 18 and am fully competent to make this declaration. I have personal knowledge of the facts contained in this declaration, which are all true and correct.

2. I am the Vice President of Human Resources for Field Operations and Labor Relations. I have been employed by Swift & Company ("Swift") or its predecessors since 2000. Swift is in the meat packing business. Since my employment in 2000, I have been actively involved in the negotiations of all Collective Bargaining Agreements between Swift and the United Food and Commercial Workers International Union AFL-CIO & CLC and its local

unions, as well as all other Collective Bargaining Agreements between Swift and the other unions identified below. As a result, I am familiar with Swift's Collective Bargaining Agreements with those unions representing certain employees of Swift or its predecessors, including those Collective Bargaining Agreements covering employees at the following Swift facilities: Cactus, Texas; Grand Island, Nebraska; Greeley, Colorado; Louisville, Kentucky; Marshalltown, Iowa; Santa Fe Springs, California; and Worthington, Minnesota.

3. The Collective Bargaining Agreements are renegotiated periodically, including during the alleged class period of 2000 through 2006. These agreements establish wage rates for all hourly employees governed by each such agreement during the periods covered by each such agreement. The relevant union is the exclusive representative of the hourly employees concerning matters governed by the Collective Bargaining Agreements.

4. Attached hereto as **Exhibits 1 through 8** are true and correct copies of excerpts of these Collective Bargaining Agreements. These agreements, which are referenced in greater detail below, applied to, and governed the employment of, the vast majority of Swift's hourly workforce, including but not limited to the named Plaintiffs in this case, as well as all persons in the putative class, which has been defined as "all other persons legally authorized to be employed in the United States who have been employed" in the bargaining units at the Swift facilities referenced in paragraph 2 above at any time from 2000 to 2006.

5. Attached hereto as **Exhibit 1** are true and correct copies of excerpts of the Collective Bargaining Agreements between Swift or a predecessor of Swift and Local Union 540 United Food and Commercial Workers International Union, and covering at least 2000 through 2006 for the Cactus, Texas beef facility. While these excerpted agreements do not bear signatures, those excerpts nevertheless represent the agreements that were actually executed.

6. Based on my involvement in other litigation filed by the named plaintiffs in the above-styled and numbered lawsuit, I am familiar with the positions those named plaintiffs held while working at the Cactus, Texas facility. Each of those plaintiffs is a former production and/or maintenance employee of Swift and/or a predecessor of Swift and was covered by the Collective Bargaining Agreements in effect during his or her employment.

7. Attached hereto as **Exhibit 2** are true and correct copies of excerpts of the Collective Bargaining Agreements between Swift or a predecessor of Swift and Local Union 22 United Food and Commercial Workers International Union, and covering at least 2000 through 2006 for the Grand Island, Nebraska beef facility. While some of these excerpted agreements do not bear signatures, those excerpts nevertheless represent the agreements that were actually executed.

8. Attached hereto as **Exhibit 3** are true and correct copies of excerpts of the Collective Bargaining Agreements between Swift or a predecessor of Swift and Local Union 990/Local Union 7 United Food and Commercial Workers International Union, and covering at least 2000 through 2006 for the Greeley, Colorado beef facility. Also included are excerpts of the unsigned agreement between Swift & Company and the International Union of Operating Engineers, Local 1.

9. Attached hereto as **Exhibit 4** are true and correct copies of excerpts of the Collective Bargaining Agreements between Swift or a predecessor of Swift and Local Union 961 International Brotherhood of Teamsters, and covering at least 2000 through 2006 for the Greeley, Colorado lamb facility. While one of the excerpted agreements does not bear signatures, those excerpts nevertheless represent the agreement that was actually executed.

10. Attached hereto as **Exhibit 5** are true and correct copies of excerpts of the Collective Bargaining Agreements between Swift or a predecessor of Swift and Local Union 227 United Food and Commercial Workers International Union, and covering at least 2000 through 2006 for the Louisville, Kentucky pork facility. Also included in Exhibit 5 are true and correct copies of excerpts of the Collective Bargaining Agreements between Swift or a predecessor of Swift and Local Union 320 United International Brotherhood of Fireman and Oilers AFL-CIO, and spanning 2000 through 2006 for the Louisville, Kentucky pork facility.

11. Attached hereto as **Exhibit 6** are true and correct copies of excerpts of the Collective Bargaining Agreements between Swift or a predecessor of Swift and Local Union 1149 United Food and Commercial Workers International Union, and covering at least 2000 through 2006 for the Marshalltown, Iowa pork facility.

12. Attached hereto as **Exhibit 7** are true and correct copies of excerpts of the Collective Bargaining Agreements between Swift or a predecessor of Swift and Local Union 324 United Food and Commercial Workers International Union, and covering at least 2000 through 2006 for the Santa Fe Springs, California portion cutting and processing facility.

13. Attached hereto as **Exhibit 8** are true and correct copies of excerpts of the Collective Bargaining Agreements between Swift or a predecessor of Swift and Local Union 1161 United Food and Commercial Workers International Union, and covering at least 2001 through 2006 for the Worthington, Minnesota pork facility.

14. In addition, the employees at the Swift beef facility located in Hyrum, Utah, were not represented by the United Food and Commercial Workers International Union or any other union at any time between 2000 and 2006. Consequently, there are no Collective Bargaining Agreements covering the employees at that facility during that period of time.

15. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this 30th day of April, 2007.



DOUGLAS W. SCHULT

Dallas 1246631v.1